

1 **(March 13, 1995)**
2 **Special Requirements For Affirmative Action**

3 1. General Application

4
5 Discrimination in all phases of employment is prohibited by Title VII of the
6 Civil Rights Act of 1964, Presidential Executive Order 11246, as amended by
7 Executive Order 11375, and the Washington State Law Against
8 Discrimination, Chapter 49.60 RCW, among other laws and regulations.
9 These special requirements establish minimum requirements for affirmative
10 action and are intended to define and implement the basic non-discrimination
11 provisions of these specifications. Section 3, Goal Compliance is equally
12 acceptable to the Contracting Agency as a method of complying with
13 affirmative action requirements. Alternate affirmative action programs will not
14 be responsive to these specifications. Failure to comply with these
15 requirements may constitute grounds for application of contract sanction
16 remedies as set forth in Section 5, Sanctions, herein.

17
18 For the purpose of this contract, the following definitions, as established by
19 the Washington State Human Rights Commission, shall apply:

- 20
21 a. Minority: Blacks, Asians, Hispanics, and Native
22 American/American Indian or Alaskan Native.
23
24 b. Asians: A person with origins in any of the original peoples of the
25 Far East, Southeast Asia, the Indian Subcontinent, or the Pacific
26 Islands. This area includes, for example, China, Japan, Korea, the
27 Philippine Republic, and Samoa.
28
29 c. Black: A person with origins in any of the Black racial groups of
30 Africa who is also not of Hispanic origin.
31
32 d. Hispanic: A person of Mexican, Puerto Rican, Cuban, South
33 American or other Spanish culture or origin, regardless of race.
34
35 e. Native American/American Indian or Alaskan Native: A person with
36 origins in any of the original peoples of North America and who
37 maintains cultural identification through tribal affiliation or
38 community recognition.

39
40 2. Contractors' Agreements

41
42 During the performance of this contract, the Contractor agrees as follows:

- 43
44 a. The Contractor shall not discriminate against any employee or
45 applicant for employment because of race, creed, color, national
46 origin, sex, age, marital status, or the presence of any physical,
47 sensory or mental handicap, nor shall the Contractor commit any of
48 the other unfair practices defined in RCW 49.60, the Washington
49 State Law Against Discrimination.
50
51 b. The Contractor shall, in all solicitations or advertisements for
52 employees placed by or on behalf of the Contractor, state that all
53 qualified applicants will be considered for employment, without
54 regard to race, creed, color, national origin, sex, age, marital status,
55 or the presence of any physical, sensory, or mental disability.
56

- 1 c. The Contractor shall send to each labor union, employment agency,
2 or representative of workers with which the Contractor has a
3 collective bargaining agreement or other contract or understanding,
4 a notice advising the labor union, employment agency, or worker's
5 representative of the Contractor's commitments under this contract
6 and RCW 49.60, the Washington State Law Against Discrimination.
7
8 d. The Contractor shall permit access to its books, records and
9 accounts, and to its premises by the Contracting Agency for the
10 purpose of investigation to ascertain compliance with these
11 specifications.
12
13 e. The Contractor shall include the provisions of clauses (a) through
14 (d) above in every subcontract or purchase order, so that such
15 provisions will be binding upon each subcontractor or vendor.
16

17 3. Goal Compliance

- 18
19 a. Contractor agrees, and shall require their subcontractors to agree,
20 subject to the provisions of Section 3b, to maintain, as a minimum goal,
21 minority and female employee representation on the project in
22 accordance with goals established for the county where the Contracting
23 Agency project is located.
24

25 The goals and timetables for minority and female participation,
26 expressed in percentage terms for the Contractor's aggregate workforce
27 in each construction craft and in each trade on all construction work in
28 the covered area, are as follows:
29

30 Women - Statewide

31 <u>Timetable</u>	32 <u>Goal</u>
33 34 Until further notice	35 36 6.9%

37 Minorities - by Standard Metropolitan Statistical Area (SMSA)

38 Spokane, WA:

39 SMSA Counties:

40 Spokane, WA 2.8%

41 WA Spokane

42 Non-SMSA Counties:

3.0%

43 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA

44 Garfield; WA Lincoln; WA Pend Oreille; WA Stevens; WA

45 Whitman
46

47 Richland, WA:

48 SMSA Counties:

49 Richland Kennewick, WA

5.4%

50 WA Benton; WA Franklin

51 Non-SMSA Counties:

3.6%

52 WA Walla Walla
53

1	Yakima, WA:	
2	SMSA Counties:	
3	Yakima, WA	9.7%
4	WA Yakima	
5	Non-SMSA Counties:	7.2%
6	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA	
7	Okanogan	
8		
9	Seattle, WA:	
10	SMSA Counties:	
11	Seattle Everett, WA	7.2%
12	WA King; WA Snohomish	
13	Tacoma, WA	6.2%
14	WA Pierce	
15	Non-SMSA Counties:	6.1%
16	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson;	
17	WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San	
18	Juan; WA Skagit; WA Thurston; WA Whatcom	
19		
20	Portland, OR:	
21	SMSA Counties:	
22	Portland, OR-WA	4.5%
23	WA Clark	
24	Non-SMSA Counties:	3.8%
25	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum	
26		
27	b. If the Contractor or subcontractor(s) has been unsuccessful in complying	
28	with Subsection 3.a, the Contractor or subcontractor(s) shall broaden	
29	recruitment, training, and job referral opportunities for minorities by	
30	undertaking each of the following:	
31		
32	(1) Notification of State and community organizations of	
33	opportunities for employment, and shall retain evidence of any	
34	notification and responses thereto. Advertising in newspapers,	
35	newsletters, and other publications which have a high minority	
36	readership.	
37		
38	(2) Maintenance of a file in which is recorded the name and	
39	address of each minority/female worker referred to the	
40	Contractor, and specifically what action was taken with respect	
41	to each such referred worker. If such worker was not sent to	
42	the union hiring hall for referral or if such worker was not	
43	employed by the Contractor, the Contractor's file shall	
44	document this and the reasons therefor.	
45		
46	(3) Notification of the Contracting Agency and the Washington	
47	State Human Rights Commission whenever the union with	
48	which the Contractor has a collective bargaining agreement	
49	has not referred to the Contractor a minority and/or female	
50	worker sent by the Contractor, or the Contractor has other	
51	information that the union referral process has impeded the	
52	Contractors efforts to effect minority/female workforce	
53	utilization. The Contractor shall show what relief they have	
54	sought under such collective bargaining agreement on	
55	appropriate Federal and State agencies. Appropriate steps can	

- 1 include but are not limited to: (a) arbitration, or (b)
2 administrative relief.
3
- 4 (4) Participation in and use of Contracting Agency and
5 Washington State Human Rights Commission approved
6 program(s) in the area designed to train craftworkers for the
7 construction trades.
8
- 9 (5) Use of apprentices or other appropriate entry classifications up
10 to limits allowed or required by the applicable collective
11 bargaining agreements to meet the criteria of Section 3.a,
12 above.
13
- 14 4. Monthly Reports
- 15
16 Each Contractor and subcontractor having contracts of \$10,000 or more that
17 are Contracting Agency or Federally funded shall report each month the total
18 employment and minority employment by craft (electricians, carpenters, etc.)
19 and by category (journey level, apprentices, trainee, etc.) for their workforce
20 on this project utilizing the Department of Labor form CC-257, Monthly
21 Utilization Report.
22
- 23 The Contractor and subcontractor(s) shall use the total employees and work
24 hours on the project for reporting purposes, and shall furnish such other
25 information as may be required on the forms.
26
- 27 Copies of the reports shall be forwarded monthly to the Washington State
28 Department of Transportation, Project Office responsible for the project under
29 construction.
30
- 31 5. Sanctions
- 32
33 Failure of the Contractor to comply with the requirements set forth in this
34 Special Provision may result in the application of one, or all, of the following
35 sanctions:
36
- 37 a. Progress payment requests will not be honored until steps, agreed
38 upon by the Contracting Agency and Contractor, have been taken.
39
- 40 b. The contract may be cancelled or terminated.
41
- 42 c. The contract may be suspended, in whole or in part, until such time
43 as the Contractor is determined to be in compliance by the Owner
44 or the Owner's designated compliance agent.
45
- 46 d. The Contractor may be declared ineligible for further State funded
47 contracts for construction projects.